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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/589,551
Filing Date: June 07, 2000
Appellant(s): DISTEFANO, THOMAS L.

Scott D. Paul
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 11/19/2007 appealing from the Office action mailed 06/18/2007.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,401,075	MASON ET AL	06-2002
6,330,575	MOORE ET AL	12-2001
5,960,409	WEXLER	09-1999
6,058,417	HESS ET AL	05-2000

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 4-12, 19 and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mason (US 6,401,075) in view of Moore et al (U.S. 6,330,575).

As per claims 1 and 19, Mason teaches:

A method of assisting a website designer in establishing an arrangement between a first website being designed by the website designer and a second website in order to market the first website at the second website upon the activation of the first website on the Internet, the method comprising:

receiving information at a user interface indicating a type of an element for marketing that is to be displayed at the second website, and information specifying the second website at which the element is to be displayed (see column 5, lines 45-60);

saving the information at a first database that is coupled to the user interface (see col 5, lines 30-65);

obtaining the element for marketing of the type indicated (see col 5, lines 45-65); and

wherein the element of marketing includes at least one of a banner ad concerning the first website and a link to the first website (see col 4, lines 20-40). Mason does not expressly teach during the design of the first website causing the display of the element for marketing at the second website when the first website is activated with respect to the Internet. However, Moore teaches a system for designing websites, where a first website is activated with respect to the Internet when said first website is posted to a hosting server (see Moore col 3, lines 20-45), as Applicant's specification page 33, lines 10-13 discloses that "posting" a website" and "activating a website" are equivalent terms. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason's advertiser's website would caused the display of a banner ad in a second website when said advertiser's website is activated with respect to the Internet, as taught by Moore in order to avoid posting banner ads in websites which would not provide any click-throughs revenues.

As per claim 4, Mason teaches:

The method of claim 1, further comprising:

determining whether a reciprocal site for the display of at least one marketing element of a third party website exists in the first website being designed (see col 5, lines 15-25) but does not expressly teach creating the reciprocal site for the display of the at least one marketing element of the third party website when the reciprocal site does not yet exist in the first website being designed. However, Moore teaches a system for designing websites (see col 3, lines 20-30). Therefore, the same argument made in claim 1 with respect to this missing limitation is also made in claim 4.

As per claim 5, Mason teaches:

The method of claim 4, further comprising:

when the element for marketing the first website is a banner ad concerning the first website (see col 4, lines 30-37, causing the sequential display at the reciprocal site of the first website of a plurality banner ads respectively concerning a plurality of third party websites (see col 5, lines 15-25) but does not expressly teach when the first website is activated with respect to the internet. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 5.

As per claim 6, Mason teaches:

The method of claim 4, further comprising:

when the element for marketing the first website is a link to the first website, causing the display at the reciprocal site of the first website of a plurality of links to the plurality of third party websites (see col 6, lines 30-45) but does not expressly teach when the first website is activated with respect to the Internet. However, the same rejection applied to claim 1 regarding this missing limitation is also made in claim 6.

As per claim 7, Mason teaches:

The method of claim 1, wherein the element for marketing is the banner ad concerning the first website, further comprising:

determining whether the banner ad for the first website has already been designed (see col 3, lines 25-55) but does not expressly teach and when it is determined that the banner ad for the first website has not yet been designed, displaying a message at the user interface indicating the necessity of designing the banner ad. However, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason would create and edit banner advertisements (see Mason col 5, lines 30-45), and when it is determined that the banner ad for the first website has not yet been designed,

displaying a message at the user interface indicating the necessity of designing the banner ad as an advertisement campaign remainder.

As per claim 8, Mason fails to teach:

The method of claim 7, further comprising, when it is determined that the banner ad for the first website has not yet been designed:

providing a first display region on the user interface, the first display region being capable of displaying a plurality of elements;

receiving a search request for available banner ad designs at the user interface;

performing a search of information concerning a plurality of available elements stored on a second database in response to the search request, wherein a search engine program performs the search;

displaying results of the search on the user interface; and

receiving a selection command at the user interface to select a first banner ad design from the results. However, Moore teaches a system for designing websites, which includes display regions (see figure 9), performing search of available elements for making said web-pages (see col 10, line 44 – col 11, line 15) and selecting different layouts and images for the design of said webpage (see figures 9-11). Therefore, the same rejection made in claim 1 regarding this missing limitation is also made in claim 8.

As per claim 9, Mason fails to teach:

The method of claim 8, further comprising:

providing a second display region on the user interface, the second display region being capable of displaying the plurality of elements;

displaying the first banner ad design in the second display region;

receiving a first command to modify the first banner ad design in the second display region;

modifying the first banner ad design in response to the first command;

terminating the display of the second display region;

displaying the modified first banner ad design in the first display region, wherein the first display region is capable of displaying the first banner ad design in an interactive manner; and saving the modified first banner ad design. However, the same rejection applied to claim 8 is also applied to claim 9.

As per claim 10, Mason fails to teach:

The method of claim 9, further comprising:

receiving at the user interface a command to preview the modified first banner ad design; and

providing a preview of the modified first banner ad design, wherein the preview allows for the display of all visual effects of the modified first banner ad design, and allows for the sounding of all sonic effects of the modified first banner ad design. However, Moore teaches a system for designing websites which allows a webpage designer to add audio and multimedia files to said websites (see figure 13) and to preview created web-pages (see col 11, lines 55-60). Therefore, the same argument made in claim 8 regarding this missing limitation is also made in claim 10.

As per claim 11, Mason fails to teach:

The method of claim 9, further comprising, prior to the saving of information concerning the modified first banner ad design:

displaying a prompt concerning payment;

receiving credit card processing information at the user interface and determining the adequacy of the credit card processing information (see column 6, lines 63-67). However, Moore teaches a system for designing websites, which receives credit card processing information. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason system would billed the advertisers for designing advertisements, as taught by Mason in order that Mason system generate revenue for providing to advertisers a advertisement campaign system.

As per claim 12, Mason teaches:

The method of claim 1, further comprising, prior to receiving the information indicating the type of the element and the information specifying the second website:

providing a first display region on the user interface, the first display region being capable of displaying a plurality of elements (see col 5, lines 45-60);

receiving a selection of a smart agent option at the user interface, the selection of which is indicative of a desire to establish the arrangement between the first website being designed by the website designer and the second website in order to market the first website at the second website (see col 5, line 45 – col 6, line 5); displaying a smart agent menu having a suggested marketing locations option, a create links option and a banner ad rotations option, wherein the create links option and the banner ad rotations option can be selected to indicate the type of the element for marketing (see column 2, lines 50-65). Mason does not expressly teach that said marketing occurs upon the activation of the first website on the Internet. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 12.

As per claim 21, Mason teaches:

An internet-based system for assisting a website designer in establishing an arrangement between a first website being designed by the website designer and a second website in order to market the first website at the second website upon the activation of the first website on the Internet, the system including:

a server computer accessible by a plurality of registered user computers and a plurality of unregistered computers using the Internet (see col 3, lines 25-65).

receives at a user interface displayed at one of the registered user computers information indicating a type of an element for marketing that is to be displayed at the second website, and information specifying the second website at which the element is to be displayed (see column 5, lines 45-67);

saves the information at a first database that is coupled to the server computer (see column 5, lines 1-7);

obtains an element for marketing (see column 5, lines 45-60);

provides a web page of the second website to one of the unregistered computers (see column 4, lines 20-40); displays the element for marketing on the web page (see column 3, lines 40-55). Mason fails to teach hosts the second website and activates the first website on the Internet by hosting the first website on the Internet. However, the same rejection made in claim 1 regarding this missing limitation is also made in claim 21.

Claims 13, 16-18 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore et al (U.S. 6,330,575).

As per claims 13 and 20, Moore teaches:

A method of assisting a website designer in establishing an e-commerce feature on a first website being designed by the website designer for access by third parties upon the activation of the first website on the Internet, the method comprising:

receiving at a user interface a selection of the e-commerce feature that is desired to be implemented on the first website, wherein the e-commerce feature is at least one of a shopping cart and an auction (see column 7, lines 60-67; column 8, lines 40-55);

receiving at the user interface information concerning a picture of a product desired to be sold using the e-commerce feature (see figure 7);

receiving at the user interface information concerning a written description of the product (see figures 7-10);

receiving at the user interface information concerning a price of the product (see figures 15 and 16);

receiving at the user interface information concerning an identification number of the product (see figures 15 and 16); and

displaying the e-commerce feature on the first website, wherein display of the e-commerce feature includes the display of at least some of the picture, written description, price and identification information of the product (see figure 16). Moore does not expressly teach the displaying of said e-commerce feature on the first website when the first website is activated on the Internet. However, Applicant's specification page 33, lines 10-13 discloses that "posting" a website" and "activating a website" are equivalent terms. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Moore's merchant website would displayed the commerce feature when said website is posted to a host server as posting and activating are equivalent terms as taught by Applicant's specification.

As per claim 16, Moore teaches:

The method of claim 13, wherein the information concerning the picture of the product is uploaded from a memory device at a website designer computer, and wherein the

information concerning the written description, price and identification number of the product is received at the user interface into a form field (see figure 15).

As per claim 17, Moore teaches:

The method of claim 13, further comprising, after the receiving of the information concerning the identification number of the product:

prompting for an input of a merchant account identifier (see column 11, lines 62-67);

when the merchant account identifier is received, saving the information concerning the selected e-commerce feature, the received information concerning the picture, written description, price and identification number of the product, and the merchant account identifier (see column 12, lines 1-46);

when an indication that no merchant account identifier exists is received, providing a merchant account information form, receiving merchant account information at the user interface, and sending the merchant account information to a merchant account vendor, wherein, the e-commerce feature is only displayed on the internet when both the first website is activated on the internet and the merchant account identifier has been received (see column 11, line 60 – column 12, line 45).

As per claim 18, Moore teaches:

The method of claim 13, further comprising:

providing a first display region on the user interface, the first display region being capable of displaying a plurality of elements (see figure 9);

displaying the selected e-commerce feature including at least some of the information concerning the picture, written description, price and identification number of the product on the first display region, wherein the first display region is capable of displaying the e-commerce feature in an interactive manner (see figures 10-13).

Claims 2 and 3 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mason (US 6,401,075) in view of Moore (US 6,330,575) and Wexler (U.S. 5,960,409).

As per claim 2, Mason fails to teach:

The method of claim 1, further comprising, prior to receiving the information indicating the type of the element and the information specifying the second website:

receiving at the user interface information concerning at least one of the website designer, a business of the website designer, and the first website;

performing a search of information on a second database having information concerning at least one of a plurality of third party website designers, a plurality of third party businesses and a plurality of third party websites;

identifying from the search at least one third party website to which the first website should be coupled for marketing purposes; and

providing information concerning the at least one third party website at the user interface.

However, Wexler teaches that “advertisers may wish to advertise at more than one location, *i.e.*, more than one banner-publishing site. If so, the advertiser will presumably want to know, among other statistics, the effectiveness of each of the publishing sites, *i.e.*, which site generates the most visits to the advertiser’s Web site. Likewise, a banner-publishing site may wish to display the advertising, (*i.e.*, banner), of more than one advertiser” (see column 5, lines 24-45). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason would use the Wexler system to search for third party websites, which would be desirable to have the banners ads displayed. This feature would increase the probability that the advertisements would be viewed by the intended target.

As per claim 3, Mason teaches:

The method of claim 1, further comprising
during design of the first website, receiving information specifying a plurality of additional third party websites at which it is desirable to have the element displayed;
saving the information at the first database and causing the display of the element for marketing at each of the plurality of additional third party websites (see column 6, lines 1-6) but does not expressly teach when the first website is activated with respect to the Internet. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 3.

Claims 14 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mason (US 6,401,075) in view of Moore (US 6,330,575) and Hess et al (U.S. 6,058,417).

As per claim 14, Mason fails to teach:

The method of claim 13, further comprising, prior to receiving at the user interface the selection of the e-commerce feature that is desired to be implemented:

displaying a list of at least one of a plurality of shopping carts and a plurality of auctions. However, Hess teaches the creation of an auction site (see figure 6B). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason would use his Website creation tool to design an electronic commerce auction site, as taught Hess. The auction site would be another method use by the Mason system to sell and advertise products.

As per claim 15, Mason fails to teach:

The method of claim 13, wherein the e-commerce feature that is selected is an auction, and the information concerning the price of the product concerns a reserve price. However, Hess teaches the creation of an auction site (see figure 6B). Therefore, it would have been

obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason would use his Website creation tool to design an electronic commerce auction site, as taught Hess. The auction site would be another method use by the Mason system to sell and advertise products.

(10) Response to Argument

The Appellant argues in pages 6-7 of the Brief that the Examiner has improperly arrived at the legal conclusion that the claimed invention is obvious based upon the combination of Mason and Moore because according to the Appellant, the Examiner has not fully established the underlying facts regarding the scope and content of the prior art and the differences between the claimed invention and the prior arts. The Appellant further argues that the Examiner is incorrectly associating the claimed "during the design of the first website" with the claimed "causing the display of the element for marketing at the second website when the first website is activated with the respect to the Internet", when according to the Appellant, these two elements are not combined in said manner within claim 1. The Appellant further argues that Mason does not teach Appellant's claimed limitation because according to the Appellant, Mason does not teach any discussion of the design of a first website and on the contrary, according to the Appellant, Mason only is concerned with the design of an advertisement which is to be placed in another website. Furthermore, the Appellant argues in page 8 of the Brief that the Examiner proposed benefit of avoiding post banner ads in website that do not provide click-through revenue has not been identified by either Moore or Mason, and according to the Appellant, the Examiner has failed to establish that either Moore or Mason has identified a problem in which a common sense solution to that problem to the Examiner's proposed benefit.

The Examiner answers that Mason teaches in col 3, lines 55-65 "Once displayed on a website, the derivative ads are actually derivative ad links since a person viewing the derivative ad links can click on these links in order to be connected to a website established by the national advertiser. For example, upon clicking a derivative ad link for a national soup company, a potential customer may be connected with the home page of that soup company or to some other **website specifically designed** for use in connection with that advertising campaign". Therefore, contrary to Appellant's argument, during an advertisement campaign an advertiser in the Mason's system is concerned with the design of a first website specifically designed for use in connection with a banner ad (*i.e.* "derivative banner ads"; col 3, lines 55-65), said advertiser is also concerned during said advertisement campaign with the design of a banner ad concerning said first website (see Mason col 3, lines 25-40; "advertiser art director review the banners ads before publishing in different websites") and said advertiser is also concerned during said advertisement campaign with publishing said advertiser's banner ad (*i.e.* "derivative ad links") concerning said first website on a second website (*i.e.* "single banner ad is automatically reconfigured for placement on hundreds of online newspaper URLs in a single placement" see Mason col 6, lines 1-6). Furthermore, Appellant's claimed limitation "during design of the first website...causing the display of the element for marketing at the second website when the first website is activated with the respect to the Internet, wherein the element of marketing includes at least one banner ad concerning the first website and a link to the first website" is interpreted in light of Appellant's specification page 33, lines 10-15 where it recites "Once the design of the new website by the registered user is completed and the new website is posted/activated, the system 100 causes the selected websites of other registered users (e.g. websites selected during the design of the new website) to display a link and/or banner

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ad concerning the new website" as simply meaning that a banner ad concerning a first website would be displayed on a second website when said first website is completed and activated on the Internet. Mason does not teach a development application for a customer or merchant to utilize in the design of a Website. However, the Examiner used the Moore reference to teach said limitation where Moore teaches that it is old and well known in the promotion art to have applications that allow users to design a website and a banner ad (*i.e.* "Price URLs") (see Moore col 3, lines 22-30) and that allow users to publish said banner ad (*i.e.* Price URLs) on said website or elsewhere (*i.e.* "another website" see Moore col 8, lines 55-60) when said website is published (*i.e.* "activated") on the Internet (see Moore col 8, lines 55-60). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made to know that during an advertisement campaign an advertiser in the Mason's system would use the Moore's application to design a first website and a banner ad concerning said first website and during the design of said first website specifically designed for use in connection with said banner ad in said advertisement campaign (see Mason col 3, lines 55-65), Mason would publish said banner ad concerning said first website on said second website when said first website is completed and activated on the Internet in view that said advertiser of said first website would have to pay (*i.e.* "by the number of click-through") for the placing of said banner ad concerning said first website on said second website (see Mason col 5, lines 5-25) and further in view that said first website is specifically designed for use in connection with said banner ad, so potential customers that clicks on said banner ad would be connected to said first website. It would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that publishing an advertiser's banner ad concerning a first website on a second website in an advertisement campaign would cost money to said advertiser (see

Mason col 5, lines 5-30 "by the number of click-throughs") and if said banner ad concerning said first website is published on said second website without said first website being activated with respect to the Internet, said advertiser would be paying every time a user clicks said banner ad (*i.e.* "by the number of click-throughs") but without said clicking bringing any business to said advertiser, as said banner ad would be pointing to a non-activated and therefore, non-existing first website with respect to the Internet. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that the activation of a first website would cause a banner ad concerning said first website to be displayed on a second website as Moore teaches that it old and well known in the promotion art to display a banner ad concerning a first website on a second website when said first website is activated with respect to the Internet (*i.e.* "Price URLs have to be included on the site or elsewhere"; see Moore col 8, lines 55-65). Therefore, contrary to Appellant's argument, Appellant's claimed invention is obvious in view of Mason and Moore.

The Appellant argues in page 8 of the Brief that Moore does not teach any teaching regarding causing the display of the element for marketing at the second website when the first website is activated with respect to the Internet. The Examiner answers that Moore reference teaches that it is old and well known in the promotion art to have applications that allow users to design a website and a banner ad (*i.e.* "Price URLs") (see Moore col 3, lines 22-30) and that allows users to publish said banner ad (*i.e.* Price URLs) on said website or elsewhere (*i.e.* "another website" see Moore col 8, lines 55-60) when said website is activated on the Internet (see Moore col 8, lines 55-60). Therefore, contrary to Appellant's argument, Moore teaches causing the display of the element for marketing (*i.e.* Price URL) at the second website when the first website is activated with respect to the Internet.

The Appellant argues in page 8 regarding “equivalent terms” that according to the Appellant that one skilled in the art would not consider the terms “posted” and “activated” to be necessary “equivalent”, thus the Appellant argues that a website that is posted may not be necessarily be activated since a separate activation step may be required after the website is posted. Thus, the Appellant argues that terms “posted” and “activated” were used as alternative and not as equivalent. The Examiner answers that the terms “posted” and “activated” is defined in Appellant’s specification page 33 lines 10-15 where it recites “Once the design of the new website by the registered user is completed and the new website is posted/activated, the system 100 causes the selected website of other users to display a link and/or banner ad concerning the new website”. Therefore, contrary to Appellant’s argument, Appellant’s specification and claims do not mention anything that the terms “posted” and “activated” are not equivalent terms. Therefore, the limitation “causing the display of the element of a marketing at the second website when the first website is activated with respect to the Internet” is interpreted in light of Appellant’s specification as displaying a banner ad concerning a first website on a second website when said first website is published (*i.e.* “activated”) with respect to the Internet. Therefore, contrary to Appellant’s argument, “posted/activated” is interpreted in light of Appellant’s specification means “publishing” a website and/or banner ad with respect to the Internet and Mason (see col 3, lines 55-65) and Moore (see col 7, lines 50-60) teach “publishing” (*i.e.* “activating”) websites and banner ads with respect to the Internet.

The Appellant argues in page 9 of the Brief that the Examiner obviousness analysis asserted that Mason advertiser’s website would cause the display of a banner ad in a second website when said advertiser’s website is activated with respect to the Internet in order to avoid posting banner ads in websites which would not provide any click-throughs

revenue”, however, the Appellant argues that the Examiner has failed to establish that either Moore or Mason identifies the problem of reduced click-through revenues because of banner ads that do not have an activated website. Furthermore, the Appellant argues that the Examiner has not factually shown that the lack of an activated website would cause click-through revenue not to be generated. The Examiner answers that he already addressed said argument in paragraph two of this Response to Argument section.

The Appellant argues in page 10 of the Brief that “during the design of the first website” as claimed, applies to different limitation than alleged by the Examiner. The Examiner answers that he already addressed said argument in paragraph two of this section Response to arguments.

The Appellant argues in page 10 of the Brief with respect to claim 4 that Mason and Moore fail to teach “determining whether a reciprocal site for the display of at least one marketing element of a third party website exists in the first website being displayed”. The Examiner answers that Appellant's specification defines the term “reciprocal site” in page 16, lines 20-25 of said specification, where it recites “Banner bar 290 is capable of displaying one or more banner ads corresponding to other websites designed by other registered users through the use of system 100, which allows for marketing of those websites. Also, banner bar 290 is capable of displaying banner ads corresponding to outside advertisers” (see Appellant's specification page 16, lines 20-25). Furthermore, Appellant's specification page 51, lines 18-25 recites “the system determines whether a reciprocal banner ad site has already being created on the registered user's website, so that banner ads from other websites can be displayed on the registered user's website once it is activated”. Therefore, the limitation “reciprocal site” simply means, according to Appellant's specification, providing a space in a website such that third parties can place their ads in

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said place in said website. Moore teaches in figure 7 the design of a website which includes a reciprocal site, where the links of another Internet website can be displayed on said reciprocal site (see figure 7 "enter website URL"). Mason teaches that it is old and well known in the promotion art for advertisers to sell advertising space in their websites (see Mason col 5, lines 5-30). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that advertisers of a first website specifically designed for use in connection with a banner ad would also sell advertising space in said advertiser's first website, where advertisements would be placed in a reciprocal site in said first website, such as the one taught by Moore and where said advertisers would sell advertising space in said reciprocal site on said website to third party advertisers as taught by Mason in order that said advertisers of said first website would generate revenue for said selling of said reciprocal site advertising space.

The Appellant argues in page 10 of the Brief with respect to claim 5 that Mason and Moore fail to teach the limitation "causing the sequential display at the reciprocal site of the first website of a plurality of banner ads respectively concerning a plurality of third party websites". The Appellant further argues that there is no apparent disclosure within Moore of the claimed "sequential display" or a "plurality of banners ads respectively concerning a plurality of third party websites". The Examiner answers that the term "reciprocal site", according to Appellant's specification page 16, lines 10-25 and page 51, lines 15-25, simply means providing a space in a website such that third parties can place their ads in said place in said website. Moore teaches in figure 7 the design of a website which includes a reciprocal site, where the links of another Internet website can be displayed on said reciprocal site (see figure 7 "enter website URL"). Mason teaches a sequential display of a plurality of banner ads of third party advertisers on a website (see col 4, lines 5-10; col 4,

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lines 55-65 "advertisement links can be displayed continuously or according to some predetermined or random frequency to a viewer using an online accessing device"). Therefore, it would have been obvious that an advertiser of a first website (*i.e.* "soup company" see Mason col 3, lines 55-65), where said first website is specifically designed for use in connection with a banner ad, would design said first website with an advertising space (*i.e.* reciprocal site), as taught by Moore and where said advertiser would also charge other advertisers for placing their ads in said advertising space (*i.e.* "reciprocal site") of said first website, as it is old and well known for an advertiser to sell advertising space on their website, as taught by Mason. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Mason would also sequentially display banners ads links from third party advertisers in said advertising space (*i.e.* "reciprocal site") on said first website in order that said advertiser of said first website would generate some revenue for allowing third party advertisers placed their ads in said first website.

The Appellant argues in page 11 of the Brief with respect to claim 8 that Moore does not Appellant's claim 8 because according to the Appellant, Moore fails to yield any mention of a banner ad. The Examiner answers that Moore's price URLs (see col 6, lines 10-20) is an element for marketing such as a banner ad because when a user clicks said price URL, said user is connected to another site where said user can order an advertiser's product (see col 12, lines 1-25). Furthermore, Moore discloses that said Price URL have to be included on the advertiser site or elsewhere (*i.e.* "another website") in order for the customer to place an order (see Moore col 8, lines 47-60). Therefore, contrary to Appellant's argument, Moore teaches the limitation "banner ad".

The Appellant argues in page 12 of the Brief with respect to claim 9 that Moore is silent as to display regions and thus according to the Appellant, cannot teach the claimed first and second display region. The Examiner answers that Moore teaches in figure 7 different display regions (*i.e.* “welcome, categories, head/foot, new page, preview”) that users of said Moore’s system would use in order to design a website, where said first (*i.e.* “head/foot”) and second display regions (*i.e.* “preview”) are capable of displaying a plurality of elements. Therefore, contrary to Appellant’s argument, Moore teaches Appellant’s “display regions” limitation.

The Appellant argues in page 12 of the Brief with respect to claim 10 that Moore is silent about "sonic effect". The Examiner answers that Moore teaches a system that allows users to design websites using a development tools where merchants can search for images and logos that said merchants want to include in their websites (see col 11, lines 35-50). Furthermore, Moore teaches that it is old and well known in the promotion art to add audio to websites (see Moore col 1, lines 35-40). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Moore would add URL links to images (see col 11, lines 45-50) that would connect users to audio files, as it is old and well known to add audio to websites.

The Appellant argues in pages 13-14 of the Brief that the Examiner has failed to clearly designate the teaching in Moore being relied upon the statement of the rejection. The Appellant further argues that Moore fails to teach “during the design of the first web site” because according to the Appellant, Moore is silent as to when information is received at a user interface indicating a type of element for marketing that is to be displayed at a second website. The Examiner answers that Moore teaches that merchants designed website and publish said websites at a site of said merchant's choosing (see Moore col 7,

lines 50-60) with the only restriction that the Price URLs have to be included on the site or elsewhere (*i.e.* another website) in order for the Web customer to place an order (see Moore col 8, lines 55-60). Therefore, contrary to Appellant's argument, Moore teaches that when a first website is published on the Internet, a banner ad (*i.e.* "Price URLs") concerning said first website is also published on said first website or elsewhere (*i.e.* "another site") in order for a user to place an order. Furthermore, Mason teaches a website specifically designed for use in connection with an advertisement campaign (*i.e.* "banner ad"; see col 3, lines 55-65). Therefore, contrary to Appellant's argument, as explained before, Moore and Mason teach Appellant's limitation of "during the design of a first website".

The Appellant argues in pages 14 and 15 of the Brief that Moore and Mason do not teach Appellant's claims 13 and 20 because according to the Appellant, the Examiner has misinterpreted Appellant's specification. The Appellant further argues that it is apparent that one skilled in the art would not consider the terms "posted" and "activated" to be necessarily "equivalent" as asserted by the Examiner because according to the Appellant, the Appellant use the terms "posted" and "activated" as alternative and not as equivalent. Furthermore, the Appellant argues that the Examiner equivalency argument, without anything more, is insufficient to establish obviousness rejection. The Examiner answers that he already addressed said arguments in paragraph 4 of this section Response to Arguments.

The Appellant argues in pages 16-17 with respect to claims 2, 3, 14 and 15 that the Examiner prior art references of Wexler and Hess do not cure the argued deficiencies of the combination of Moore and Mason, therefore, according to Appellant's argument, the obviousness rejection of the prior arts is not viable. The Examiner answers the he already addressed in the above paragraphs in this section Response to Argument the Appellant's arguments with respect to Moore and Mason.

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(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/DANIEL LASTRA/

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January 26, 2008

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